



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2007-100-16	RFP Title: <i>Interpreter Services</i>
Proposal Due Date and Time: <i>Thursday, January 10, 2008</i> 12:00 p.m., Central Time	Number of Pages: 33
Procurement Director: Starr Stewart Phone: (334) 353-4744 E-mail Address: starr.stewart@dhr.alabama.gov Website: http://www.dhr.alabama.gov	Issue Date: <i>Thursday, November 29, 2007</i>
	Issuing Division: <i>Family Services</i>

INSTRUCTIONS TO VENDORS	
Submit Proposal to: Starr Stewart – Policy, Planning and Research Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, AL 36130-4000	Label Envelope/Package: RFP Number: 2007-100-16 RFP Due Date: <i>Thursday, January 10, 2008</i>
	Special Instructions:

VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number: ()	Vendor FAX Number: ()
Vendor Federal I.D. Number:	Vendor E-mail Address:
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>)	

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VENDOR'S RFP CHECKLIST

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at www.dhr.alabama.gov and will include all questions asked and responses concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.
8. _____ **Check the Department’s website for RFP addenda.** It is the vendor’s responsibility to check the Department’s website at www.dhr.alabama.gov for any addenda issued for this RFP, no further notification will be provided.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are *never* accepted.

This checklist is provided for assistance only and should not be submitted with Vendor’s response.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.alabama.gov as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.

EVENT	DATE
RFP Issue Date	November 29, 2007
Deadline for Receipt of Written Questions.....	December 13, 2007
Deadline for Posting of Written Responses to Questions.....	December 20, 2007
RFP Response Due Date.....	January 10, 2008
Evaluation of Proposal and Selection of Vendors.....	January 22-25, 2008
Intended Date for Notice of Intent to Award a Contract.....	January 31, 2008

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) invites you to submit a proposal to provide Interpreter Services in all sixty-seven (67) counties in the state of Alabama. The Department seeks experienced vendors to assist with the removal of language and other communication barriers to ensure that the children and families served by the Department of Human Resources have equal access to all department programs and services. The Department is seeking interpreter services for a variety of languages and communication barriers for all areas of the state, as well as, interpreter services for the hearing impaired. Vendors must provide interpreter services for the following languages: Spanish, Guatemalan (various dialects), Chinese, Vietnamese, and Korean, as well as, American (ASL) and Universal Sign Language for the hearing impaired. A more complete description of the services sought for this project is provided in *Section 3, Scope of Project*. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

There are no licensure/certification/credential requirements for this procurement.

1.3 CONTRACT TERM

The contract term is for a period of **nineteen months** beginning **March 01, 2008** and ending **September 30, 2010**. Renewals of the contract, as agreed upon by both parties, may be made at one (1) year intervals, or any interval that is advantageous to the Department, not to exceed a total of two (2) years, at the option of the Department.

1.4 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the Vendor from further consideration. Contact information for the point of contact is as follows:

Starr Stewart – Policy, Planning and Research
Alabama Department of Human Resources
50 Ripley Street, Room 2344
Montgomery, AL 36130-4000
Telephone Number: (334) 353-4744
E-mail Address: starr.stewart@dhr.alabama.gov

1.5 REQUIRED REVIEW

1.5.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the Vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

1.5.2 VENDOR'S QUESTIONS

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) **Thursday, December 13, 2007**. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by **Thursday, December 20, 2007** to all questions received by **December 13, 2007**. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dhr.alabama.gov by the close of business on the date listed.

1.7 MANDATORY REQUIREMENTS

All requirements described in this RFP are considered mandatory. Vendor's proposals **must** meet all general and mandatory requirements to be eligible for consideration. The Department will determine whether a Vendor's proposal complies with the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.7.1 through 1.7.5 will be deemed non-responsive and no other consideration will be given.

1.7.1 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.9.1 *Required Copies and Deadline for Receipt of Proposals*.

1.7.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION VERIFICATION

Vendors must include a legible copy of their taxpayer identification letter from the Internal Revenue Service. If the legal status letter is not available, a completed and signed copy of the **"Request for Taxpayer Identification Number"** form (*Appendix B*) must be included.

1.7.3 DISCLOSURE STATEMENT

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Disclosure Statements may be downloaded from the State Purchasing website at www.purchasing.alabama.gov for completion. Vendors must include a completed copy of the Disclosure Statement in their proposal.

1.7.4 IMMIGRATION STATUS FORM

Vendors must submit a signed copy of the immigration status form with their proposal.

1.7.5 AUTHORIZED VENDOR SIGNATORY

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the applicant to the proposal.

1.8 GENERAL REQUIREMENTS

1.8.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, Vendor agrees to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract.

***Note:** The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

1.8.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, Vendor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.8.3 PRIME CONTRACTOR/SUBCONTRACTORS

The prime contractor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The contractor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The Contractor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Any awards made as a result of this document will create a contractual relationship between the Contractor and the Department, not the subcontractor.

1.8.4 VENDOR'S SIGNATURE

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

1.9 SUBMITTING A PROPOSAL

1.9.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit one (1) original proposal and **seven (7)** copies and one (1) electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor name to:

**Starr Stewart, Policy, Planning and Research
Alabama Department of Human Resources
Gordon Persons Building, Room 2344
50 Ripley Street
Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP **2007-100-16**. ***Proposals must be received at the receptionist's***

desk of Policy, Planning and Research by 12:00 p.m., local time, Thursday, January 10, 2008. Prior to due date, proposals may be delivered Monday through Friday between the hours of 8.00 a.m. and 4:30 p.m. Faxed and electronically submitted responses to requests for proposals are NOT accepted.

1.9.2 FAILURE TO COMPLY WITH INSTRUCTIONS

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in Section 4: *Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

1.9.3 PRICE SHEETS

Vendors ***must*** respond to this RFP by utilizing the RFP Price Sheets found in Section 5. These price sheets will be used as the primary representation of each Vendor's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Vendor's cost/price.

1.9.4 TIMELY SUBMITTED PROPOSALS

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

1.9.5 LATE PROPOSALS

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

2.1 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, cost-effective services and supplies.

2.2 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2.3 IMMIGRATION STATUS

Vendor's authorized person(s) within the agency must sign and submit *Appendix D* on the immigration status of all workers to be employed for the services described in this procurement. Vendors must attest that all workers will be citizens of the United States or at the time of employment will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

2.4 PROPOSAL EFFECTIVE PERIOD

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

2.5 TRADE SECRETS

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. The Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret Confidentiality" form when requesting the trade secret claim. The affidavit form (*Appendix C*) is included in this RFP.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

2.6 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.6.1 PRE-SCREENING

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review they will be classified “responsive” or “non-responsive”. However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive, will not receive further consideration.

2.6.2 EVALUATION OF PROPOSALS

All responsive proposals will be evaluated against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

2.7 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery, Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor’s expense.

2.8 BEST AND FINAL OFFER

The Department reserves the right to request a “best and final offer” for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their “best and final offer,” which must include any and all discussed and/or negotiated changes.

2.9 PUBLIC REQUESTS FOR INFORMATION

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

2.10 COST OF PREPARING A PROPOSAL

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

2.11 DEPARTMENT'S RIGHTS RESERVED

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

2.11.1 PRE-SELECTION DISCRETION

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

2.11.2 POST-SELECTION DISCRETION

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

2.11.3 WAIVERS

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

2.11.4 NEGOTIATIONS

The Department reserves the right to negotiate with any vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a vendor other than the vendor offering the lowest price.

2.11.5 ADOPTION OF IDEAS

The Department reserves the right to adopt to its use all or any part, of a vendor's proposal and to use any idea or all ideas presented in a proposal.

2.11.6 ORAL PRESENTATIONS

The Department reserves the right to require some or all of the vendors to provide oral presentations of their proposals.

2.11.7 AMENDMENTS

The Department reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at www.dhr.alabama.gov under this RFP link.

2.11.8 NO GUARANTEE OF CONTRACT

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department's sole discretion, result in the Department entering into a contract with the vendor if it is in the best interest of Department not to proceed with contract execution.

2.11.9 RIGHT TO INVESTIGATE AND REJECT

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly

qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

2.11.10 DISCLAIMER

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any vendor who responds to this RFP.

Note: All contracts awarded by this Department are subject to review and approval by the Legislative Oversight Committee and the Governor's Office.

SECTION 3: SCOPE OF PROJECT

3.0 PROGRAMMATIC INFORMATION

The Department is seeking qualified vendors to provide interpreter services to assist in the removal of language and other communication barriers. Interpreter services are necessary to ensure equal access to department programs and services, for all eligible persons, including those who may not be proficient in the spoken or written English language and the hearing impaired. This Department is seeking interpreter services for a variety of languages and communication barriers for all sixty-seven (67) counties of Alabama, as well as, interpreter services for the hearing impaired. Vendors must provide interpreter services for the following languages: Spanish, Guatemalan (various dialects), Chinese, Vietnamese, and Korean, as well as, American (ASL) and Universal Sign Language for the hearing impaired. Vendors must indicate the languages for which they can provide interpreter services, and whether mode is face-to-face, written, or via telephone.

Interpreters may be involved in highly emotionally charged and volatile situations, such as during abuse and neglect assessments. Vendors must be aware of the sensitive and confidential nature of the materials interpreted and ensure enforcement of a strict policy of confidentiality. Vendors must also ensure that interpreters possess a high degree of professionalism in order to provide accurate interpretations without interjecting their own biases. Interpreters must be fluent in the English language, as well as, the language being interpreted and have the ability to be easily understood when translating from one language to another.

Interpreters must be employees of the contracting agency and the Vendor must attest that all interpreters have completed criminal history check, and CAN Central Registry clearance. Vendors selected to provide interpreter services must meet the requirements below to ensure that language and other communication barriers do not prevent families from accessing needed services. Vendors selected will be responsible for providing qualified interpreters who will facilitate culturally and linguistically appropriate communication between Department of Human Resources staff and non-English/ limited-English speaking and/or hearing impaired clients. Respondents to this RFP must document how they will implement the requirements outlined below in all sixty-seven (67) counties of the State of Alabama.

3.1 AVAILABILITY AND RESPONSE TIME

The Department requires confirmation of requests for interpreter/translation services to be made within one (1) hour and an interpreter must be available within 24 hours or as requested. If telephone services are required, then the telephone translation services must be available within thirty (30) minutes of the request. All services must be available 24 hours a day, 7 days a week, 365 days a year.

3.2 SPECIFIED LANGUAGES

Vendors must provide face-to-face, telephone and/or written translation of the following languages: Spanish, Guatemalan (various dialects), Chinese, Vietnamese, and Korean, as well as, American (ASL) and Universal Sign Language for the hearing impaired.

3.3 CANCELLATIONS

The Department reserves the right to cancel interpreter appointments within twenty-four (24) hours of their scheduled time without penalty or charge.

3.4 CERTIFICATIONS

Vendors shall ensure all interpreters providing service under any contracts resulting from this procurement are qualified and that they receive the appropriate training or education. Vendors must maintain a statement on file certifying that any employee providing services is free from infectious disease.

3.5 LISTING

Vendors(s) shall maintain and make available to Department a list of interpreters employed/contracted to provide services. Upon request, vendors must provide the names of the interpreters, spoken/written language(s), type of service to be provided (i.e., face-to-face, telephone, and/or written), and the counties to which they are assigned. *If applicable, include a list other qualified interpreters for languages not listed above.*

3.6 PHOTO IDENTIFICATION

Photo identification shall be visible at all times, by interpreters, whenever serving Department clients.

3.7 NO DENIAL OF SERVICES ALLOWED

Vendors shall not deny the Department of any services the Department deems appropriate (i.e., domestic violence services, child/adult protective services, etc.).

3.8 ACCURACY AND COMPLETENESS

Interpreters shall always thoroughly and faithfully render the source language message, neither omitting nor adding anything, giving consideration to linguistic variations in both source and target languages, conserving the tone and spirit of the source language message.

3.9 CULTURAL SENSITIVITY AND COURTESY

Interpreters shall be culturally competent, sensitive, and respectful of the individual(s) they serve.

3.10 CONFIDENTIALITY

Interpreters shall not divulge any information obtained through their assignments, including but not limited to information gained through access to documents or other written materials.

3.11 DISCLOSURE

Interpreters shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when that information is not privileged by law to be confidential.

3.12 NON-DISCRIMINATION

Interpreters shall always be neutral, impartial and unbiased. Interpreters shall not discriminate on the basis of gender, disability, race, color, national origin, age, socioeconomic or educational status, or religious, political, or sexual orientation. If interpreters are unable to ethically perform in a given situation the interpreters shall refuse or withdraw from the assignment without threat or retaliation.

3.13 PROFESSIONAL DEMEANOR

Interpreters shall be punctual, prepared, and dressed in a manner appropriate and not distracting for the situation.

3.14 HIGH STANDARDS OF CONDUCT

Interpreters shall act at all times in accordance with the standards of conduct and decorum appropriate to their profession.

3.15 SELF-REPRESENTATION

Interpreters must accurately and completely represent their certifications, training, and experience. The Interpreter shall only interpret for the language(s) for which he is authorized to interpret.

3.16 CONFLICT OF INTEREST - IMPARTIALITY

Interpreters shall disclose any real or perceived conflict or interest which would affect their objectivity in the delivery of service. Providing interpreting services for family members or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.

3.17 SCOPE OF PRACTICE

Interpreters shall not counsel, refer, give advice, or express personal opinions, to individuals for whom they are interpreting, or engage in any other activities, which may be construed to constitute a service other than interpreting. Interpreters are prohibited to have unsupervised access to clients, including but not limited to phoning clients directly.

3.18 REPORTING OBSTACLES TO PRACTICE

Interpreters shall assess at all times their ability to interpret. Should interpreters have any reservations about their competency, they must immediately notify the vendor and offer to withdraw without threat of retaliation.

3.19 ETHICAL VIOLATIONS

Interpreters shall immediately withdraw from encounters they perceive as violations of the code of professional conduct. Any violation of the code of professional conduct may cause termination of the contract.

3.20 ORIENTATION

Vendors shall conduct orientation for all interpreters prior to their providing services for Department clients. The orientation must include, but not be limited to: the codes of professional conduct and confidentiality for interpreters; legal requirements for providing interpreter services; the role of the interpreter in working with Department of Human Resources clients; and specific requirements of this procurement.

3.21 PROFESSIONAL DEVELOPMENT

Interpreters shall develop their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.

3.22 PROFESSIONAL COURTESY

Interpreter must provide excellent customer service and maintain a professional demeanor, be courteous and use the tone of voice appropriate to the situation. Interpreters shall defer to instructions from clients.

3.23 FACE-TO-FACE INTERPRETER SERVICES

Vendors must effectively manage the scheduling and coordination of face-to-face interpreter services for all sixty-seven (67) counties of the state in a timely manner, for both non-emergency and emergency situations. The additional requirements listed below must be addressed in proposals submitted in response to this RFP:

1. **Interpreters must respond to referrals within one (1) hour of contact by the County Department of Human Resources.** Vendors must provide written confirmation to the referring county social worker of scheduling for all requests for face-to-face interpreter services.
2. Vendors must list all the counties that they can serve immediately. Vendors who are not able to serve all sixty-seven (67) counties must provide a detailed plan of how they will be operation in all counties no later than March 01, 2008. ***Preference will be given to vendors who are able to serve more counties at the initiation of the contract. Upon request, vendors must provide the names of the interpreters, spoken/written language(s), type of service to be provided (i.e., face-to-face, telephone, and/or written), and the counties to which they are assigned.***

3. Interpreters may serve no more than ten (10) families at any one time. The number of clients to be served in each county will depend upon the number of referrals from the county department. Face-to-face interpreter services will be utilized when other available means of interpretation are unavailable.
4. Face-to-face interpreter services must be available at any location twenty-four (24) hours per day, seven (7) days per week. Vendors must provide training for all interpreters including skills for working with families in crisis and volatile situations.
5. Vendors must have adequate staff, equipment and telephones lines to ensure interpretation requests are filled in a timely manner. Vendors must have a fax machine or email account and a land line phone, cell phone or pager in order to be accessible twenty-four (24) hours per day, seven (7) days per week.
6. Vendors must have policies and procedures to address non-responses or late responses by an interpreter. ***If an interpreter is late or fails to respond to referrals three times within a contract period, any contract with the vendor will be in jeopardy of termination.***
7. Interpreters must be at least nineteen (19) years of age, fluent in English and the language for which they are interpreting and should be able to communicate in different dialects of the interpreted language. Interpreters providing services for the hearing impaired are required to have a comprehensive understanding of American Sign Language (ASL) and Universal Sign Language.
8. Vendors must ensure that interpreters have reliable transportation, a valid Alabama driver's license and automobile insurance. Vendors must strictly enforce a policy prohibiting the transportation of clients under any circumstance. Interpreters must have a telephone, cell phone or pager, so they can be reached twenty-four (24) hours per day, seven (7) days per week, 365 days of the year.
9. Vendors must have a supervision process in place to minimize any possible barriers to achieving timely and accurate service, including a quality assurance process for all interpreter services as required by this RFP.
10. Interpreters must be employees of the contracting agency and the Vendor must attest that all interpreters have completed criminal history check, and CAN Central Registry clearance.
11. Vendors must provide all face-to-face interpreters with photo identification.

3.24 TELEPHONE INTERPRETER SERVICES

Vendors must provide telephone interpreting services in all sixty-seven (67) counties of the state, twenty-four (24) hours per day, seven (7) days per week on an on-going and emergency basis if a face-to-face interpreter is not available, and/or as the Department deems appropriate. The Department shall ultimately determine the appropriateness of the service mode for interpreter availability. The Department has various divisions/programs that assist families in receiving appropriate services, in certain instances telephone interpretation may be the most appropriate option. Vendors must provide reports to the referring county social worker within ten (10) working days of the completion of the assignment.

3.25 WRITTEN TRANSLATIONS

Vendors must provide written translations to documents and forms that are typically used by the sixty-seven (67) counties and the state office during a routine day. These documents and forms must be provided to the requesting county in a template format. Initially documents and forms will be translated into Spanish, but translations for additional languages may be required at any time during the contract period. A listing of the documents and forms requiring translation will be provided to the selected vendor(s). Many documents are time-sensitive and translation requests must be processed in adherence to the Department's deadlines.

3.26 SUPERVISION/QUALITY ASSURANCE

Vendors must have a supervision process in place to minimize any possible barriers to achieving timely and accurate service, including a quality assurance process for all interpreter services as required by this RFP.

Vendors must conduct orientation for all interpreters prior to the m providing services to the Department. The orientation must cover codes of professional conduct, confidentiality, cultural sensitivity, customer service, and non-disclosure of privileged information. For all of the interpretation services required by this RFP, the Vendor must have a supervision process in place that will ensure a quality product in each of the interpretation areas. If regional supervision is to be utilized the quality assurance process must be described in detail. The credentials of the person(s) supervising must be clearly identified, including their recent work experience in the interpretive arena. A Quality Assurance/Improvement process or plan must also be fully described. Vendors must immediately implement corrective measures once areas of deficiency are identified by State DHR.

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

4.0 PROPOSAL REQUIREMENTS

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications and statements paraphrasing the specifications are considered inadequate as are phrases such as “industry standards will be adhered to” and/or “standard procedures will be implemented”, or “research-based models will be used”. Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

4.1 COMPLETENESS OF PROPOSALS

Selection(s) and award(s) will be based on the Vendor’s proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the Vendor being disqualified from further consideration.

4.2 PROPOSAL FORMAT

Proposals must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12 and printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* **All proposals must include labeled tabs that correspond with the bolded sections and subsections to which the information pertains. Do not use tabs with the paper inserts.** Vendors should avoid the use of elaborate presentations and binding materials beyond that sufficient to present complete and effective proposals.

4.2.1 COVER SHEET

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the vendor (do not number this page). Vendors must also provide their Federal Employer Identification Number. The vendor must denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

4.2.2 TABLE OF CONTENTS

The Cover Sheet should be followed by the “**Table of Contents**”, which should list all sections, subsections and page numbers.

4.2.3 LEGAL STATUS FORM/TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of the **Legal Status Form**. The Legal Status Form is issued by the IRS and denotes an organization’s legal status (i.e., non-profit, for-profit, corporation, etc.) and includes the Federal Employer Identification Number (FEIN). If the Legal Status Form is not available, a completed copy of the **Request for Taxpayer Identification Number** form (*Appendix B*) must be included. All items on the Request for Taxpayer Identification Number form must be completed. (Do not number this page).

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

The Request for Taxpayer Identification Number form should be followed by a copy of all required **Licenses, Certificates, and/or Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP.

4.2.5 TECHNICAL PROPOSAL

Copies of Licenses/Certificates/Credentials should be followed by the **Technical Proposal**. Numbering of the proposal pages should begin with page 1 of the Technical Proposal. Page numbers should be placed in the left corner of the bottom margin. The Technical Proposal **must not exceed fifty (50) pages**, and must prescribe to sections **4.2.5.1** through **4.2.5.4.6** below:

4.2.5.1 VENDOR QUALIFYING INFORMATION

4.2.5.1.1 *Vendor Profile and Experience*

The Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. The Vendor must list all names it has used when conducting business. The Vendor must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. The Vendor must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

4.2.5.1.2 *References*

The proposing Vendor must provide a minimum of three (3) references for which it has performed similar services. In addition, the Vendor must provide a list, if any, of all current and past contracts with the Department and other state agencies including colleges/universities within the previous three-year period. These references may be contacted to verify Vendor's ability to perform the contract. The Department reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

For each reference, the Vendor must provide: company/agency name of the reference; location where the services were performed (city, state); primary and secondary contact name, title, telephone number, and e-mail address; a brief description of the project; description of the Vendor's role in the project; and the start and end date of each project.

4.2.5.1.3 *Past and Present Contractual Relationships with the Department*

The Vendor shall describe any past or present contractual relationship it may have or have had with the Department or any other state agency during the past three years. If the Vendor, its predecessor, or any party named in the Vendor's responses to this Section has contracted with any department within the State Government during the past three years, identify the contract number and/or other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the Vendor's response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, state agency by which employed, job title of position held with the State, and separation date. If no such relationship exists, so declare.

4.2.5.1.4 *Contract Performance*

If the Vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the Vendor's nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the Vendor; or (b) litigated and such litigation determined the Vendor to be in default. Submit full details of all terminations for default experienced by the Vendor during the past five years, including the other party's name, address, and telephone number. Present the Vendor's position on the matter. The Department shall evaluate the facts and may, at its sole discretion, reject the Vendor's

Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Vendor. If the Vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the Vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the Vendor's Proposal.

4.2.5.1.5 Project Staff/Resumes/Job Descriptions

The Vendor must submit a resume or job description detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project. The Vendor must indicate that it has sufficient staff to perform the services required in this RFP, if sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. Interpreters must be employees of the contracting agency. List all professional licenses held by the vendor.

4.2.5.1.6 Staff Performance Evaluations and Training

Vendors must describe its staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards. Vendors must provide the credentials and/or certifications possessed by each interpreter, and the training regimen each interpreter has attended to achieve proficiency and provide accurate face-to-face, telephone, and written translations.

4.2.5.1.7 Background Checks

Describe in detail the steps that the Vendor will take to ensure that all staff, regardless of level, have not been the subject of any incident or investigation which would call into question the propriety of that employee's working with children. Provide documentation that each employee has had a criminal background check. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must submit an audited financial statement for the past year and letters from the auditor(s) who performed the last two (2) audits immediately preceding the last financial audit and/or the issuance of this RFP; and providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

4.2.5.3 METHOD OF PROVIDING SERVICES

4.2.5.3.1 Service Delivery Approach

The Vendor must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department of how they plan to provide face-to-face, telephone and written interpretation services to all sixty-seven (67) counties of the state twenty-four (24) hours a day, 7 days a week, for both non-emergency and emergency situations. *All requirements in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

4.2.5.3.2 Start-up Plan

The Vendor must include a detailed project schedule that is comprised of the detailed work plan for the entire project. The Vendor must list all counties for which they can immediately meet the requirements outlined in this RFP, and provide a detailed plan of how the remainder of the sixty-seven (67) counties will be served no later

than March 01, 2008. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Project*.

4.2.5.3.3 *Assessment of Benefits and Impact*

Describe the process that Vendor will use to assess the proposed services to determine if the expected benefits and their impact have occurred. Include on-going plans to continuously assess and modify services to better meet the needs of the target population. The assessment methodology should provide the Department with meaningful indicators that funded projects are making satisfactory progress toward desired goals. Vendors must describe in detail the supervision process that will be used to eliminate any possible barriers to providing accurate interpretation services. The Vendor must describe in detail the quality assurance process for all interpreter services as required by this RFP. If regional supervision is to be utilized the quality assurance process must be described in detail.

4.2.5.3.4 *Office Location*

The Vendor must provide the physical address of the Vendor's office that will be responsible for maintaining records and performing services under a contract with the Department in the event the Vendor becomes the Contractor.

4.2.5.4 VENDOR CERTIFICATIONS

Vendors must submit a statement attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

4.2.5.4.1 *Revolving Door Policy*

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

4.2.5.4.2 *Debarment*

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

4.2.5.4.3 *Standard Contract*

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.4 *Charitable Choice (applies to faith-based organizations only)*

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active

participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

4.2.5.4.5 Financial Accounting

Vendors must agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

4.2.5.4.6 Vendor Work Product

The Vendor must attest that the proposal submitted in response to this document is the work product of said vendor. If the proposal is determined not to be the work product of the vendor, the proposal may, at the Department's sole discretion, be rejected.

4.2.5.5 ATTACHMENTS

Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc), applicable forms must follow the Technical Proposal.

4.2.5.5.1 Disclosure Statement

The Technical Proposal must be followed by a completed copy of the **Disclosure Statement**.

4.2.5.5.2 Trade Secret Affidavit

The Disclosure Statement must be followed by a completed copy of the **Trade Secret Affidavit** (*Appendix D*), if applicable.

4.2.5.5.3 Immigration Status Form

The Trade Secret Affidavit must be followed by a completed copy of the **Immigration Status Form**. *All proposals must include the Immigration Status Form.*

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

Vendors must include a cost proposal specifying a fixed rate that will be billed to the Department for each of the three (3) types of translation services rendered as required in this RFP. Vendors must have a billing and tracking system in place that accurately details the cost of all interpretation services. The fee schedule agreed upon between the contracted language services vendor(s) and the department shall be the maximum compensation.

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The point value assigned to each component of the **Technical Proposal and Cost Proposal** will be based on the following scoring scale:

Category	RFP Section	Point Value
Vendor Qualifying Information	30% of points for a possible 300 points	
A. Vendor Profile and Experience	4.2.5.1.1	200
B. References	4.2.5.1.2	15
C. Past and Present Contractual Relationships with the Department	4.2.5.1.3	25
D. Contract Performance	4.2.5.1.4	10
E. Project Staff/Resumes/Job Descriptions	4.2.5.1.5	15
F. Staff Performance Evaluations and Training	4.2.5.1.6	15
G. Background Checks	4.2.5.1.7	10
H. Vendor Financial Stability	4.2.5.2	10
Method of Providing Services	60% of points for a possible 600 points	
A. Service Delivery Approach	4.2.5.3.1	475
B. Start-up Plan	4.2.5.3.2	75
C. Assessment of Benefits and Impact	4.2.5.3.4	25
D. Office Location	4.2.5.3.5	10
E. Vendor Certifications	4.2.5.4.	15
Cost Proposal	10% of points for a possible 100 points	
A. Cost Proposal	5.0	100

SECTION 7: DEFINITIONS

ASL: American Sign Language

Qualified interpreter: A person who is readily able to communicate with a non-English speaking person, translate the proceedings and accurately repeat and translate the statements of other persons from a language other than English to English and English to the other language, or the operator of appropriate assistive communication devices necessary to allow a disabled person to fully participate in proceedings. "Qualified interpreter" does not include any person who is unable to interpret or translate fluently the dialect, slang or specialized vocabulary used by the client. For purposes of this RFP, "Qualified interpreter" shall also include Interpreter and Translator these terms shall be interchangeable throughout this document.

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF PROPOSALS: The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.)

CHARGE BACKS: The Alabama Department of Human Resources and Medicaid will deduct federal charge backs from future payments.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

DEBARMENT: The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

DISABILITY ACCOMMODATIONS: The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for requested for proposals or limited solicitations.

FAILURE TO HONOR PROPOSAL: If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

LATE PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

REGISTRATION WITH THE PURCHASING DIVISION: Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at www.purchasing.alabama.gov.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TERMINATION OF CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: _____

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APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)

)ss.

County of _____)

_____ (Affiant), being first duly sworn under oath, and representing
_____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
- (b) information requested by the Department to establish vendor responsibility

unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are

solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

Affiant's Signature

Signed and sworn to before me on _____ (date) by _____

(Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____

Place seal here.

APPENDIX D: IMMIGRATION STATUS FORM
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I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness